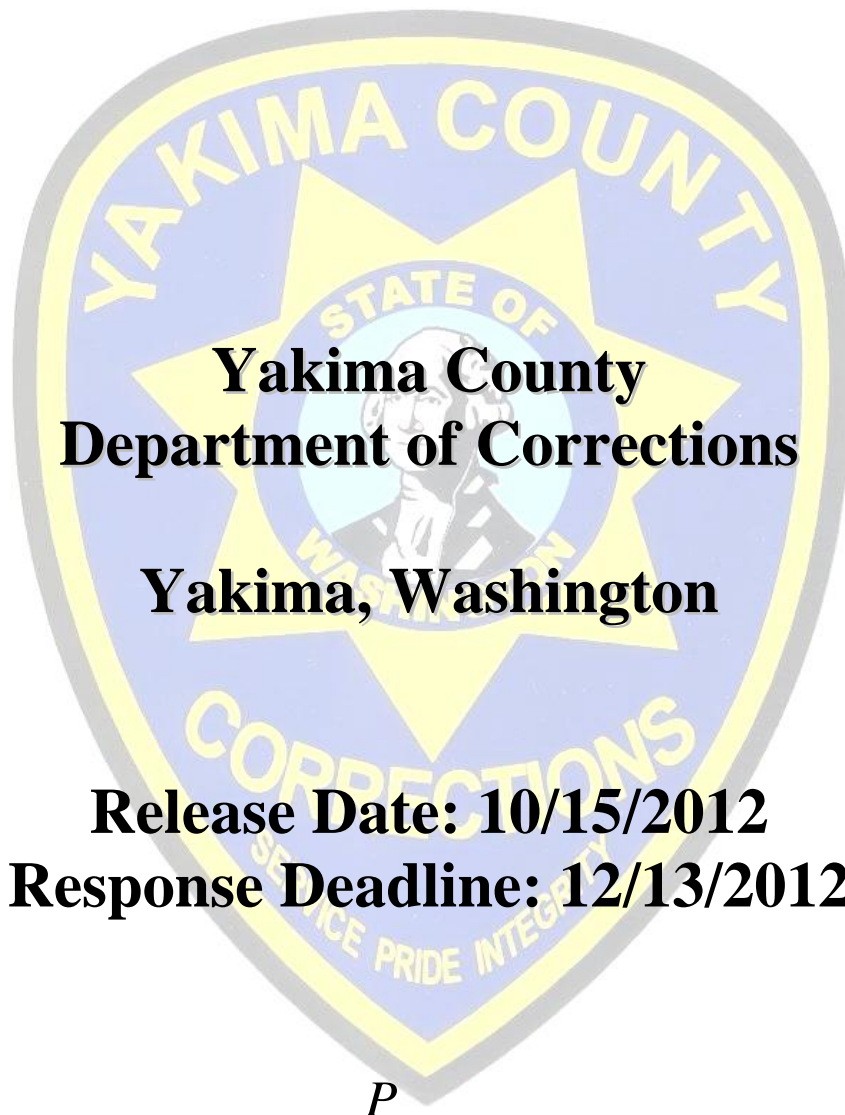


**REQUEST FOR PROPOSAL
No. C11202-P
FOR**

**INMATE TELEPHONE SERVICE
INCLUDING A VIDEO VISITATION
SOLUTION**



**Release Date: 10/15/2012
Response Deadline: 12/13/2012**

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO VENDORS RFP C11202-P

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be accepted on **Thursday, December 13, 2012 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

Inmate Telephone Service including a Video Visitation Solution for Yakima County Department of Corrections

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11202-P, Inmate Telephone Service including a Video Visitation Solution
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00:00 a.m. on Thursday, December 13, 2012 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

Site Visit: A site visit will be held on the date specified in the Schedule of Events. This will be the only time available for Vendors to visit the Facilities during the RFP process. Vendors wishing to attend must complete and follow instructions outlined in Appendix C - Site Evaluation Form, of the RFP, and submit on or before October 26, 2012. Attendance is not mandatory; however, Proposers are **STRONGLY** urged to attend.

RFP requirements may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

RFP requirements may be obtained online at www.ci.yakima.wa.us/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>

DONE this 11th day of October 2012.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: Monday, October 15, 2012

Bill: Account # 10948

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Section 1
Request For Proposal

1.1 Instructions for RFP

- 1.1.1 Yakima County Department of Corrections (Yakima) and Praeses, LLC (Praeses) hereby give notice of the opportunity to submit a response to this Request for Proposal (RFP) for inmate telephone service including a video visitation solution (VVS) at the Yakima County Jail and Yakima County Correctional Center (Facilities) as identified in Appendix A. Vendors may submit a response for providing Inmate Telephone System (ITS), a VVS, or both an ITS and VVS. Yakima and Praeses must receive RFP responses no later than 11:00 a.m. Pacific Daylight Standard Time on the date specified in the Schedule of Events (Response Due Date). Failure to meet the Response Due Date will be cause for rejection. **Yakima will make the selection of the Vendor.**

1.2 Public Disclosure

- 1.2.1 Vendors' proposals shall become the property of Yakima. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or to this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified.
- 1.2.2 RFPs will not be disclosed prior to release to potential Vendors. With the exception of lists of prospective Vendors, Yakima will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.
- 1.2.3 Yakima will consider a Vendor's request for exemption from disclosure; however, Yakima will make a decision predicated upon RCW 42.56.

1.3 Designated Agent

- 1.3.1 Yakima works with Praeses as its independent and objective management company (Designated Agent) relative to Yakima's inmate telephone environment at the Facilities. Vendors responding to this RFP shall accept Yakima's direction in working with its Designated Agent.

1.4 Acceptance Period

- 1.4.1 Vendor's submittal of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Response Due Date (Acceptance Period). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
- 1.4.2 If Vendor's proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified. Yakima and/or its Designated Agent shall create an Agreement for execution by Yakima and the awarded Vendor which shall contain the terms and conditions in this RFP and its amendments and/or addenda.

1.5 Right to Publish

- 1.5.1 Throughout the duration of the procurement process and contract term, Vendor must secure from Yakima written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of a Vendor's proposal or termination of contract.

1.6 Right to Waive Irregularities

- 1.6.1 Yakima reserves the right to waive irregularities if such a waiver is in the best interest of Yakima. Yakima also reserves the right to waive mandatory requirements provided that all of the otherwise Vendors' proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is the sole discretion of Yakima.

Section 2 **Response Instructions**

2.1 Response Instructions

2.1.1 Proposal Mailing Instructions & Opening

One (1) original, six (6) printed copies and one (1) electronic copy of the completed proposal shall be sealed, labeled Proposal No. C11202-P, INMATE TELEPHONE SERVICE INCLUDING A VIDEO VISITATION SOLUTION, and delivered no later than 11:00:00 A.M. PST December 13, 2012 to:

Yakima County Courthouse
Board of County Commissioners, Room 232
128 North 2nd Street
Yakima, Washington 98901

Proposals received after that time will not be considered.

NOTE: City/County Purchasing functions are merged. Purchasing will pick up proposals at the Courthouse after 11:00 A.M. PST and take them to City Hall to be publicly opened immediately thereafter in the City Council Chambers of Yakima City Hall, 129 No. 2nd St., Yakima, WA 98901. Only the names of the Vendors responding to this RFP will be read.

- 2.1.2 All proposals will be opened on the Response Due Date listed in the Schedule of Events. All proposals failing to meet the Response Due Date will be returned to the Vendor unopened. Yakima and its Designated Agent will not be responsible for late deliveries or mail delays. Fax or email copies are not acceptable.
- 2.1.3 Proposals must follow the format of this RFP. A complete response to each section and numbered item must be provided. If Vendor is in full compliance with the section or numbered item, Vendor's response shall be, "Read, agreed and will comply." Otherwise, Vendor's response shall be, "Read and do not comply" and considered an Exception. Exceptions to any section or numbered item must be addressed and listed in an "Exceptions" addendum to Vendor's proposal.
- 2.1.4 Several sections and numbered items require additional explanation. Vendor shall provide exhibits and/or visual aids which clearly reference the specific section and numbered item. All information contained in Vendor's proposal must be relevant to a section or numbered item of the RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.1.5 Failure to follow the specified instructions may, at Yakima's sole discretion, result in the rejection of Vendor's proposal.

2.1.6 All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.

2.1.7 Vendor shall complete and follow the instructions outlined in Appendix D - Non-Collusion Affidavit.

2.2 Vendor Information

2.2.1 Vendor shall supply the following in its proposal:

2.2.1.1 A brief history detailing the capabilities and level of service that the Vendor can provide.

2.2.1.2 A current annual report, and/or last two quarterly audited financial reports, along with a statement of financial condition.

2.2.1.2.1 State if Vendor has operated under a different name in the past 3 years.

2.2.1.2.2 Indicate if Vendor is for sale or is considering an acquisition or merger in the next 6 months.

2.2.1.3 Documentation that the Vendor is certified to do business in the State of Washington.

2.2.1.4 Documentation that all necessary requirements of the Public Service Commission and the Federal Communications Commission (FCC) are met. At a minimum, Vendor shall provide a copy of its telecommunications service tariff for the State of Washington.

2.2.1.5 A synopsis of any litigation(s) where Vendor is a party or associated with Vendor's ITS within the last 5 years. Include venue, style of case and status of litigation.

2.2.1.6 The contact information and the status of resolution of entities which notified Vendor of additional commissions owed, for the last 3 years. A response indicating this information is confidential and/or proprietary will be considered an exception.

2.2.1.7 The total number of agreements not renewed, lost or prematurely cancelled in the last 5 years. If applicable, include the reasons for non-renewal and/or cancellation(s) of the agreements. A response indicating this information is confidential and/or proprietary will be considered an exception.

2.2.1.8 The names, addresses, telephone numbers and distance from Facilities for the technicians who will be maintaining, servicing and performing work under an awarded Agreement.

2.2.1.8.1 Confirm the number of technicians directly employed by Vendor as well as those which will be subcontracted.

2.2.1.8.2 Vendor shall disclose, with percentages clearly shown, what work for the Facilities will be subcontracted and what work will be performed by Vendor employees.

2.2.1.8.3 Indicate the manufacturer and its personnel which will provide the spare equipment and replacement parts for the proposed ITS and its components.

2.2.1.9 The names and resumes of individual Vendor staff members, consultants, and subcontractors who will be involved in providing the requirements in an awarded Agreement.

2.2.1.9.1 Provide the name, years of service, qualifications, addresses and telephone number(s) for the main point of contact for the Facilities.

2.2.1.10 The on-site response time, priority levels and escalation schedule for handling service issues at and/or related to the Facilities.

2.2.1.10.1 Detail your ability to handle an emergency and provide an escalation plan.

2.3 Vendor References

2.3.1 Vendor shall provide 3 references where Vendor provides equipment and services comparable to the requirements in this RFP; the references provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Vendor shall ensure updated references and accurate contact information is provided.

2.3.1.1 The following information shall be provided for each reference: facility name, facility address, contact name, contact title, telephone number and email address, Average Daily Population (ADP), agreement effective date and number of inmate telephones.

2.3.1.2 Yakima prefers the contact person of the references provided are also the individual who utilizes the Vendor's software application.

2.3.1.3 If Vendor's proposal offers optional technology, Vendor shall include references of the Facility(ies) whom utilize the proposed optional technology.

2.4 Customer Service

2.4.1 Vendor shall provide the following information regarding its processes for handling end user/customer service issues:

2.4.1.1 Describe procedure(s) for handling end user complaints (Interactive Voice Response, live agents, etc.).

2.4.1.1.1 Specify the average wait time end users experience when contacting Vendor's customer service line.

2.4.1.2 Describe procedure(s) for handling refund requests.

2.4.1.3 Describe procedures for blocking and/or unblocking of requested telephone numbers. Explain the procedure for Privileged calls as well. How does an attorney get on the list?

2.4.1.4 State what company and/or call center, if not your own, will provide these services.

2.4.1.5 Specify the location of the company and/or call center that will be used to support end user requests.

- 2.4.1.6 Describe the process for customer service inquiries and hours of live operator availability.

2.5 Validation

- 2.5.1 State whether validation is completed real-time or by batch.
- 2.5.2 Specify process for unblocking a phone number which was originally restricted for non-payment or exceeding a monthly collect calling limit (Collect Call Threshold).
 - 2.5.2.1 Include the timeframe for removing the restriction once the payment posts with the Local Exchange Carrier (LEC).
- 2.5.3 Yakima requires a monthly Collect Call Threshold of \$75.00 per unique telephone number. Specify if Vendor proposes to impose an alternative Collect Call Threshold.
- 2.5.4 Specify if end users can go from a pre-paid collect billing method back to collect billing, and describe the process.

2.6 Billing

- 2.6.1 Vendor shall specify:
 - 2.6.1.1 How collect calls are billed and the name, phone number and address of the billing company.
 - 2.6.1.2 How taxes and required fees are applied to the total cost of a collect call in preparation for billing.
 - 2.6.1.3 The process for collecting, rating, sorting, distributing and billing of collect calls.
 - 2.6.1.4 Additional fees which are charged to the end user's telephone bill (i.e. monthly billing fee, carrier administrative fee, cost recovery fee, third party fee, etc.).
 - 2.6.1.4.1 Vendor shall provide the amount specific to each fee as well as detail the fees in Appendix B - Rates and Commissions.
 - 2.6.1.5 The types of payment options are available to the end-users.
 - 2.6.1.5.1 Vendor shall specify the amount of the fees associated with the payment options (i.e. Transaction Disclose fee, Refund fee, etc.) as well as detail the fees in Appendix B – Rates and Commissions.
 - 2.6.1.6 The timeframe for a pre-paid account to become dormant. Vendor shall state whether the timeframe is configurable.
 - 2.6.1.7 What happens to a pre-paid collect account when it becomes dormant?
 - 2.6.1.8 Whether Vendor offers a direct bill option.
 - 2.6.1.9 Vendor's policy when the remaining balance on a pre-paid account is not sufficient to make a 1 minute call.

2.7 Optional Site Evaluation

- 2.7.1 Yakima prefers Vendor to visit the Facilities during the RFP process. It is not necessary for Vendor to attend the site evaluation to submit a response to the RFP. The site visit for the Facilities will be conducted at 9:00 a.m. on the date specified in the Schedule of Events. This will be the only time available for Vendor to visit the Facilities during the RFP process.
- 2.7.2 To attend the Site Evaluation, Vendor must complete and email Appendix C - Site Evaluation Form to the RFP contact specified in Section 3.1.5 on or before the date specified by the Schedule of Events. Each Vendor shall be limited to 2 representatives to attend the Site Evaluation. Vendor must confirm attendance with the RFP contact at least 2 days prior to the Site Evaluation.
- 2.7.3 Failure to honestly and completely answer the above questions in Section 2 of the RFP may cause Vendor's response to this RFP to be rejected.

Section 3 **RFP Questions or Comments**

3.1 Questions or Comments

- 3.1.1 Vendor must direct all questions and/or comments to the RFP contact listed in this Section. All questions must be submitted electronically and in a comprehensive document. Any and all questions received by Vendors will be answered via addendum and posted on the Purchasing web site at www.ci.yakima.wa.us/services/purchasing. Select the "Current Bid Openings".
- 3.1.2 Yakima and/or its Designated Agent shall provide Vendors with a comprehensive document containing answers to questions and/or comments received regarding the RFP on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors past the due date specified in the Schedule of Events will not be answered by Yakima and/or its Designated Agent.
- 3.1.3 Vendor shall not consider any verbal communication as an official direction of Yakima. Only written communication provided by Yakima and/or its Designated Agent shall be considered valid and executed under the authority of Yakima in the form of an amendment or addendum.
- 3.1.4 Vendor shall not contact any Yakima employee or any employee at the Facilities during the RFP process. Inappropriate contact by Vendor may result in Yakima's rejection of Vendor's Proposal.
- 3.1.5 RFP Contact Information:

Sue Ownby, Yakima County Purchasing Manager
City of Yakima
129 North 2nd Street
Yakima, Washington 98901
Telephone 509-576-6695
Email: sownby@ci.yakima.wa.us **(preferred method of communication)**

Section 4
Schedule of Events

4.1 Schedule of Events

Release of the RFP	10/15/12
Deadline for Site Evaluation Forms	10/26/12
Optional Site Evaluation	11/08/12
Deadline for Written Questions Regarding the RFP	11/15/12
Dissemination of Written Questions and Answers	11/26/12
Response Due Date	12/13/12

Section 5
Proposal Specification, Negotiation and Evaluation

5.1 Withdrawal/Modification of Proposals

- 5.1.1 Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Response Due Date.
- 5.1.2 Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s) prior to the Response Due Date. Yakima shall not accept any proposal modifications after the Response Due Date except in connection with a requested Best and Final Offer.

5.2 RFP Specification Changes and Proposal Errors

- 5.2.1 Yakima reserves the right to amend any portion of this RFP in the form of an addendum/amendment and at any time during the RFP process.
- 5.2.2 Yakima, at its sole discretion, reserves the right to cancel, reissue and/or withdraw the RFP in whole or in part at any time during the RFP process. Yakima reserves the right to not award an Agreement and to solicit additional offers at a later date.
- 5.2.3 Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate Yakima in any manner.
- 5.2.4 Vendor is responsible for all errors or omissions contained in its proposal.

5.3 Competitive Negotiation of Proposals

- 5.3.1 Yakima reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.3.1.1 Negotiations will be conducted with Selected Vendors after evaluation of proposals.
 - 5.3.1.2 Vendor's proposal may be subject to negotiation and revision. Vendor may be required to submit additional data.
 - 5.3.1.3 Yakima may delegate its Designated Agent to conduct such negotiations on its behalf.
 - 5.3.1.4 Time is of the essence. Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to requests from Yakima and/or its Designated Agent.
 - 5.3.1.5 Yakima may request a Best and Final Offer (BAFO) from Selected Vendors. A BAFO allows the Vendor an opportunity to supplement the original proposal. Selected Vendors will be contacted in writing by Yakima and/or its Designated Agent requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to the Selected Vendors' proposal.
- 5.3.2 Vendors who are selected to submit a BAFO may be asked to participate in onsite demonstrations during the evaluation phase of the RFP process. Yakima and/or its Designated Agent will contact Vendors to schedule the onsite demonstrations.

5.4 Evaluation, Interview, and Contract Award Process

- 5.4.1 The award of the contract may be made to the Vendor scoring the highest points from the scoring matrix below. Yakima reserves the right to make award to the Vendor it deems to be in the best interest of Yakima.
- 5.4.2 The Evaluation Committee will conduct an initial review and short-list 4 or 5 Vendors to be evaluated and scored. Vendors on the short-list will have 1-(one) hour to present their proposal.
- 5.4.3 The Evaluation Committee may invite the Vendors submitting the most appropriate proposals for an oral interview at Yakima. The Committee may also ask these selected Vendors for further written information related to the proposed services, Vendor capabilities, and client references.
- 5.4.4 The evaluation of proposals and the determination as to the quality of the ITS and/or VVS shall be the sole and final responsibility of Yakima and will be based on the information furnished by the Vendor, references, interviews, background and financial checks, and the highest score shall be the finalist. This evaluation shall be performed by a project evaluation team, which will be comprised of personnel employed/contracted by Yakima.
- 5.4.5 If the Committee and the Finalist are unable to agree to contract terms and conditions, Yakima reserves the right to terminate negotiations with the Finalist and initiate negotiations with the Vendor receiving the next highest score.
- 5.4.6 The Evaluation Committee will evaluate short-listed proposals based on the following criteria. A maximum score of 100 points will be used to evaluate proposers. Each of the following elements shall have the stated maximum point value:

Item #	Description	Points
1.	TECHNICAL CAPABILITIES <ul style="list-style-type: none"> Platform Type and Equipment for ITS and VVS VVS Scheduling Capabilities Interface with Jail Management System (JMS) Interface with Commissary System Access and Monitoring and Recording PIN Application Pre-paid Collect Program Pre-paid and/or Debit Application Remote Call Forwarding Three-Way Detection Investigative Features Security Features Phone Trunk Features 	20
2.	SERVICE <ul style="list-style-type: none"> Installation Customer Service Maintenance/Response Times Rating and Billing Practices Reporting Capabilities 	20
3.	EXPERIENCE <ul style="list-style-type: none"> References/Client Retention Industry Local/Regional Compliance with Regulatory and State Requirements Litigation 	15
4.	COMPLIANCE WITH RFP REQUIREMENTS <ul style="list-style-type: none"> Responses to RFP Requirements Proposal Format Exceptions 	10
5.	COST PROPOSAL <ul style="list-style-type: none"> Gross Revenue Definition Calling Rates Commission Rate Financial Incentive 	15

	<ul style="list-style-type: none"> • Fee Structure • JMS Software/Maintenance Costs • VVS • VVS rates per visit • Optional Technology Offered 	
6.	BAFO (if applicable) <ul style="list-style-type: none"> • Onsite Demonstrations 	10
7.	FINANCIAL STABILITY <ul style="list-style-type: none"> • The financial stability of the vendor. May include Dun & Bradstreet reports. 	10
	TOTAL	100

- 5.4.6.1 The decision of the Committee shall be final and conclusive.
- 5.4.6.2 Yakima reserves the right (i) to reject any and all proposals or any part of any proposal, (ii) to waive minor defects or technicalities, or (iii) to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as Yakima, in the exercise of their sole and unfettered discretion, may deem necessary. Vendors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- 5.4.6.3 Upon completion of negotiations, the Committee will develop the contract and submit it to the Board of County Commissioners for approval.
- 5.4.6.4 Submission of a proposal implies the Vendor's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Committee

Section 6

Proposal Selection and Final Decision

6.1 Proposal Selection and Final Decision

- 6.1.1 Vendor(s) with the highest commission offer is not guaranteed award of the Agreement.
- 6.1.2 Yakima reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
- 6.1.3 Yakima reserves the right to review Vendor's Agreements with its sub-contractors for the purpose of ascertaining whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
- 6.1.4 Yakima reserves the right to request clarification from Vendors during the evaluation of proposals. Such clarification is intended to assist Yakima in awarding an Agreement that is most advantageous to Yakima.

- 6.1.5 Yakima reserves the right, in its sole judgment and as permitted by state and local procurement laws, to accept the proposal which is determined by Yakima to be the best proposal resulting from this solicitation, with or without negotiation, or BAFO.
- 6.1.6 Vendor agrees that should Yakima accept its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP, its amendment(s) and/or addenda and subsequent Agreement.
- 6.1.7 Yakima expressly reserves the right, in its sole judgment and as permitted by state and local procurement laws, to accept or reject any or all proposals, modifications, and alterations or waive any technicalities or provisions, with or without cause.
- 6.1.8 Yakima reserves the right to award an Agreement to the next best selected Vendor if the awarded Vendor does not furnish all items and services required in the RFP, its amendment(s) and/or addenda and subsequent Agreement.
- 6.1.9 Vendor proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. Yakima may reject Vendor's proposal for any of, but not be limited to, the following:
 - 6.1.9.1 Evidence of collusion with or among other Vendors submitting a proposal;
 - 6.1.9.2 Inappropriate contact or discussions as outlined in Section 3 – Questions or Comments of this RFP.
- 6.1.10 Yakima shall make the final selection of the awarded Vendor. Each Vendor will receive written notification of Yakima's final decision.

Section 7

Protests

7.1 Protests

- 7.1.1 Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 N. 2nd Street, Yakima, WA 98901, or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed 5 days before the Response Due Date, and **protests after award** shall be filed 5 days after Award Announcement. The following steps shall be taken in an attempt to resolve the protest with the Vendor:
 - 7.1.1.1 Purchasing Manager and Department Head of Solicitation try resolving the matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Vendor.
 - 7.1.1.2 If still unresolved, within 3 business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the Vendor.

7.1.2 Grounds for Protest

7.1.2.1 Only protests stipulating an issue of fact concerning the following subjects shall be considered:

7.1.2.1.1 A matter of bias, discrimination, conflict of interest;

7.1.2.1.2 Solicitation unduly constrains competition or contains inadequate or improper criteria;

7.1.2.1.3 Errors in computing score;

7.1.2.1.4 Non-compliance with procedures described in the solicitation or County policy.

7.1.3 Protest Determination

7.1.3.1 Each review and determination of the protest shall issue a decision that either:

7.1.3.1.1 Finds the protest lacking in merit and upholds the award; or

7.1.3.1.2 Finds only technical or harmless errors in the acquisition process and determines Yakima to be in substantial compliance and therefore reject the protest; or

7.1.3.1.3 Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering into an agreement that remedies the protest finding; or

7.1.3.1.4 Makes other findings and determines other courses of action as appropriate.

7.1.4 Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

7.1.5 Purchasing shall announce the successful Vendor via City/County Purchasing Website, email, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Vendors, Purchasing is not responsible to assure that the Vendors receive the announcement. It is the responsibility of the Vendors to obtain the announcement from Purchasing.

7.1.6 When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless Yakima determines that one of the following applies:

7.1.6.1 The supplies or service to be contracted for are urgently required;

7.1.6.2 Delivery or performance will be unduly delayed by failure to make the award promptly;

7.1.6.3 A prompt award will otherwise be advantageous to Yakima.

- 7.1.7 If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.
- 7.1.8 Yakima retains the right to enter into any agreement and nothing herein shall be construed to limit that authority in any manner.

Section 8

RFP Information – General Agreement Conditions

8.1 Agreement Length

- 8.1.1 Yakima intends to award an Agreement for a period of 3 years (Initial Term). The Agreement shall automatically renew for 2 additional 1 year terms unless either party provides the other party with 90 days written notice of its intention to not renew the Agreement. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms.

8.2 General Statement of Vendor's Purpose

- 8.2.1 Yakima requires Vendor's ITS be able to provide a turnkey solution for inmate telephone service including collect, pre-paid collect, pre-paid cards and debit as well as a VVS as described herein. Vendor shall install and operate inmate telephones, video visitation stations, phone trunks, and related equipment.
- 8.2.2 Vendor shall, without cost to Yakima, provide all wiring for the inmate telephones, install the inmate telephones, video visitation equipment, and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete local, long distance and/or international collect, pre-paid collect and/or debit calls as well as to conduct video visitation sessions from the Facilities.
- 8.2.3 Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Yakima to exercise control over the manner or method by which Vendor or its subcontractors perform under any resulting Agreement.

8.3 Prevailing Wages:

- 8.3.1 Where applicable, the Vendor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.
 - 8.3.1.1 RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
 - 8.3.1.2 RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding Vendor may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and sub-contractor must submit to the awarding Vendor an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

8.3.1.3 RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Vendor.

8.3.1.4 The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

A copy of the applicable prevailing wage rates is also available for viewing at the Purchasing Office. Contact sownby@ci.yakima.wa.us. Upon request, Yakima will mail a hard copy of the applicable prevailing wages for this project.

8.4 Required Surety (Performance) Bond

8.4.1 The awarded Vendor must furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of Washington, a Cashier's Check, or Irrevocable Letter of Credit payable to Yakima within 10 calendar days after the Agreement execution date and prior to any installation work or equipment delivery.

8.4.2 The Surety Bond must be made payable to Yakima in the amount of \$80,000.00 and will be retained during the full period of the Agreement and/or renewal terms. No personal or company checks are acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

8.4.3 In the event that Yakima exercises its option to extend the Agreement for an additional period, the Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this Section, in an amount stipulated at the time of the Agreement renewal.

8.5 Compensation

8.5.1 Vendor shall pay commissions on all Gross Revenue. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor and in any way connected to the provision of service pursuant to this RFP. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.

8.5.2 Vendor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Vendor expense.

8.5.3 Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by Yakima prior to implementation. Yakima and Vendor shall mutually agree upon the method for compensation associated with the additional charges/fees due to Yakima.

- 8.5.4 Any charges/fees added to the called party's bill without the express written consent of Yakima shall carry a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. Yakima shall provide Vendor with an invoice for the total fine due, and Vendor shall remit payment to Yakima within 30 days. Yakima and Vendor shall mutually agree whether the charges/fees are to remain.
- 8.5.4.1 Should Yakima and Vendor mutually agree that the charges/fees are to remain, Yakima and Vendor shall mutually agree upon a compensation structure which will follow Section 8.6 Payment and Reporting.
- 8.5.4.2 Should Yakima and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 8.5.5 A collect call is deemed complete, and commission due, when the called party accepts the call regardless if the Vendor can bill or collect the revenue on the collect call.
- 8.5.6 A pre-paid collect call is deemed complete, and commission due, when a call is completed by using a pre-paid collect account which has been pre-paid by any person or entity and by any method of payment.
- 8.5.7 A pre-paid card call is deemed complete, and commission due, when a call is pre-paid via a pre-paid card and a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated (i.e. when positive acceptance is achieved by an answering machine) machine pick-up.
- 8.5.8 A debit call is deemed complete, and commission due, when a call is pre-paid by the inmate via the debit account and a connection is made between the inmate and the called party even if such connection is established by positive acceptance or by live or automated (i.e. when positive acceptance is achieved by an answering machine) machine pick-up.
- 8.5.9 Commission for pre-paid card calls shall be due to Yakima upon Yakima's purchase of pre-paid cards from Vendor and payable under Section 8.6 –Payment and Reporting. Additionally, should Yakima choose to utilize pre-paid calling cards, Vendor shall invoice for the full amount of the pre-paid calling card order within 15 days of the order date.
- 8.5.9.1 Yakima will not be liable for any of Vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other Vendor costs. Vendor shall indicate whether the proposed pre-paid or debit calling rates in Appendix B include sales tax.
- 8.5.9.2 If Yakima elects to implement the use of pre-paid cards, and Yakima or Vendor desire to cancel the pre-paid card services at the Facilities, Vendor shall deactivate any unused pre-paid cards that have a full balance at the time of the cancellation of the pre-paid card service. Vendor shall reimburse Yakima the difference between the face value of any deactivated, unused pre-paid cards previously purchased by Yakima and the commission paid by Vendor to Yakima.
- 8.5.10 Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage and is payable under Section 8.6 –Payment and Reporting. On the 5th day following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit usage report to Yakima and/or its Designated Agent for the full amount of the debit usage (less any issued refunds) for the prior traffic month.

- 8.5.11 Vendor shall provide International collect calling services to Mexico and Canada at the Facilities identified in Appendix A, and shall commission based upon total Gross Revenues, as specified above, generated from International collect calls and is payable under Section 8.6 – Payment and Reporting. The International collect calling rates shall be applied by the local telephone company in the country where the call is completed. Vendor shall provide the International collect calling rates on Appendix B of this RFP.
- 8.5.12 A “Free” call shall be defined as a call not generating any revenue for Vendor. Calls to telephone numbers that appear on the free call list supplied by Yakima shall not generate revenue for Vendor and shall not be commissionable to Yakima. Only those numbers designated by Yakima on the free call list shall be marked as “Free” in the ITS and designated as such in the Call Detail Records. In the event Vendor receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to Yakima. Yakima reserves the right to enter a free number in the ITS and without any assistance from Vendor.
- 8.5.13 Promotional calls are not commissioned and shall be limited to one call per unique number called per month. Promotional calls shall be designated as such in the Call Detail Records.
- 8.5.14 Notwithstanding the foregoing, Gross Revenue does not include:
- 8.5.14.1 Transaction funding fees. Transaction funding fees are defined as fees imposed on called parties who set up a pre-paid collect account with Vendor to accept calls.
 - 8.5.14.2 Billing Statement fees. Billing statement fees are defined as fees tariffed by the Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by Yakima and are subject to the penalty as defined in Section 8.4.4 if not approved by Yakima.
 - 8.5.14.3 Carrier Access Fees. Carrier Access fees are defined as fees tariffed by the Vendor and charged to called parties. All carrier access fees must be approved by Yakima and are subject to the penalty as defined in Section 8.4.4 if not approved by Yakima.
 - 8.5.14.4 Cost Recovery Fees. Cost Recovery fees are defined as fees tariffed by the Vendor and charged to called parties in an effort for Vendor to recover costs associated with processing a collect call on a LEC telephone bill. All cost recovery fees must be approved by Yakima and are subject to the penalty as defined in Section 8.4.4 if not approved by Yakima.
 - 8.5.14.5 Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 8.5.15 Vendor shall, at its own option, include a financial incentive offer in addition to the commission proposal show in Appendix B.

8.6 Rate Requirements

- 8.6.1 Vendor must agree to provide the required calling rates specified in Appendix B and must be in compliance with Washington State laws and applicable regulations.

- 8.6.2 The Vendor shall submit a request in writing to receive approval from Yakima for any calling rate increases and/or decreases for inmate telephone calls **before any new calling rates are implemented**. Yakima will respond in writing to Vendor's request. Should Vendor decrease the calling rates without the express written approval of Yakima, the Vendor shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Vendor increase the calling rates without the express written approval of Yakima, Vendor must issue credits to all customers that are overcharged. A list of the issued credits shall be provided to Yakima and/or its Designated Agent as documentation. No commission refund shall be due from Yakima to Vendor for unapproved rate increases.
- 8.6.3 The Vendor shall implement any rate adjustments requested by Yakima within 10 days of said request, subject to regulatory approval.
- 8.6.4 All charges and fees associated with calls from the Facilities must be specifically designated within Vendor's proposal and specified in Appendix B.
- 8.6.5 Duration Rounding: Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Vendor has a rounding policy for calls under 10 seconds, Vendor shall indicate as much in its response to this RFP.
- 8.6.6 Calling Rate Rounding: During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
- 8.6.7 Mileage Rounding:
- 8.6.7.1 For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call. The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Vendor and the destination point.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

- 8.6.7.2 Should the number resulting from the formula be a fraction, Vendor shall round the fraction value to the next higher whole number.

8.7 Payment and Reporting

- 8.7.1 The Vendor shall provide commission payments and traffic detail reports to Yakima and/or its Designated Agent on or before than the 25th day of the month following the month of traffic. Yakima requires that traffic detail reports be sent electronically in an exploitable format.

- 8.7.2 Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone at the Facilities. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone broken down by collect, debit and pre-paid call types:

Facility Name

- 8.7.2.1 Facility Identification Number/Site Identification Number
 - 8.7.2.2 Facility Address: Street, City, State and Zip
 - 8.7.2.3 Automatic Number Identifier (ANI)
 - 8.7.2.4 Inmate Telephone Station Port/Identifier
 - 8.7.2.5 Inmate Telephone Location Name
 - 8.7.2.6 Local Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.7 INTRAlata/INTRAsate Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.8 INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.9 INTRAlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.10 INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.11 International Gross Revenue and Commission (per inmate telephone)
 - 8.7.2.12 Commission Rate (%)
 - 8.7.2.13 Total Commission Amount
 - 8.7.2.14 Traffic Period and Dates
 - 8.7.2.15 Number of calls per call type (local, etc.) per inmate telephone
 - 8.7.2.16 Number of minutes per call types (local, etc.)
- 8.7.3 Vendor shall supply a report of all pre-paid card orders completed during the traffic month to include (at a minimum) the order date, invoice number and amount.
- 8.7.4 Vendor shall provide a sample report showing how this requirement will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.
- 8.7.5 Vendor shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to Yakima and/or its Designated Agent no later than the 25th day of the month following the month of traffic.
- 8.7.6 The Billing Files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Inmate PIN (if utilized by the Facility); (e) Dialed Number; (f) Batch Number; (g) Record ID; (h) Date; (i) Connect Time; (j) Call End Time; (k) Time of Day; (l) Multiple Rate Period Indicator; (m) Originating City; (n) Originating State; (o) Bill City; (p) Bill State; (q) Billable Time; (r) Duration; (s) Rounded Bill Time Indicator; (t) Bill Number; (u) LATA Id (v) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (w) Call Type Settlement Code; (x) Call Amount; (y) Taxes; (z) Fees; (aa) Specialized Calling Indicator; (bb) Validation Indicator; (cc) Message Type; (dd) Rate Period; (ee) Rate Class; and (ff) Tax Exempt Indicator. Vendor should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released. Vendor shall also provide a sample billing file (showing all fields available, including those specified above) to demonstrate how Vendor shall meet this requirement.
- 8.7.7 The raw Call Detail Records shall contain all calls (both attempted and completed), including all inbound voicemail messages as well as voicemail message retrievals, that originate from the Facilities for each day and each time of the day for the period for which said raw Call Detail Records are

requested. The raw Call Detail Records shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw Call Detail Records shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Dialed Number; (e) Trunk ID; (f) Port ID; (g) Station ID; (h) Location of Phone; (i) Pre-Paid Card ID Number (if utilized at the Facility); (j) Inmate ID (if utilized by the Facility); (k) Inmate PIN (if utilized by the Facility); (l) Traffic Period; (m) Date of Call; (n) Call Start Time; (o) Call End Time; (p) Duration of Call (in seconds); (q) Bill Type (e.g. Collect, Pre-Paid Collect, Debit, etc.); (r) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (s) Call Amount; (t) Tax; (u) Validation Result; (v) Termination Status; (w) LIDB Status; and (x) Completion Status. Vendor should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released. Vendor shall also provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet this requirement.

8.7.8 Commission discrepancies must be resolved by Vendor within 30 days of receipt of notification of a discrepancy by Yakima or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of Yakima, and/or any other legal course of action Yakima elects to pursue.

8.7.9 Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by Yakima or its Designated Agent after the due date are all subject to late charges. Late charges for commission payments shall be equal to 5% per month of the commission due. Late charges for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month, including reports not containing required fields.

8.8 Reconciliation

8.8.1 From the Effective Date of the Agreement and continuing for a period of 2 years after the termination date of the Agreement, with 10 business day's written notice, Yakima shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to the Agreement.

8.8.2 Yakima requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term specified and in accordance with generally accepted accounting principles. Yakima may consider Vendor's failure to comply with this section as non-compliant and Yakima, in its sole discretion, may disqualify Vendor's proposal and/or terminate the Agreement.

8.8.3 Yakima reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent and/or another independent Agency of Yakima's exclusive choice.

8.9 Assignment and Mergers/Acquisition

8.9.1 The services to be performed under the awarded Agreement shall not be assigned, sublet or transferred without 30 days advance written notification to Yakima and then only upon Vendor's receipt of Yakima's written consent, which shall not be unreasonably withheld or unduly delayed.

8.9.2 Upon receipt of Yakima's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Yakima may assign any and/or

all of its rights and obligations hereunder without Vendor's written consent but upon Yakima's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

- 8.9.3 Yakima requires Vendor to supply written notification in Vendor's proposal of any potential for merger or acquisition of Vendor to which Vendor is knowledgeable of during the RFP process. If subsequent to the award of an Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to Yakima:

8.9.3.1 Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of the subsequent Agreement, terms, conditions and processes.

8.9.3.2 New Vendor's Federal Identification Number (FEIN) if applicable.

8.9.3.3 Other documentation as may reasonably be required by Yakima.

- 8.9.4 Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve the Vendor of the responsibility for providing the products/services as described and set forth herein. Vendor shall identify any subcontractors used by the Vendor.

8.10 Termination/Default

- 8.10.1 In the event that the Vendor fails to perform, keep and observe any of the terms, covenants and conditions of the Agreement, Yakima shall give the Vendor written notice of such default. In the event said default is not remedied by the Vendor to the satisfaction and approval of Yakima within 30 calendar days of receipt of such notice, Yakima, in its sole discretion, may terminate this Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in Section 9.12.
- 8.10.2 The Agreement between Yakima and the successful Vendor may be terminated by Yakima upon 90 days written notice from Yakima to the Vendor without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in Section 9.12.
- 8.10.3 For any reason, should Vendor be unable to complete the requirements contained in the awarded Agreement, Yakima may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

8.11 Discrepancy

- 8.11.1 Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown Higher to lower.)
- 8.11.1.1 Negotiated Agreement and any amendments or addenda.
- 8.11.1.2 RFP and any amendments or addenda.
- 8.11.1.3 Vendor's final proposal.

8.12 Indemnification, Defense, and Hold Harmless

- 8.12.1 To the fullest extent permitted by law including RCW 4.24.115, Vendor shall indemnify, defend, and save harmless Yakima and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Vendor's performance of the Agreement or in consequence of any negligence or breach of contract related to the Vendor's performance of the Agreement caused in whole or in part by any act or omission by the Vendor or the agents or employees of the Vendor related to the performance of the Agreement.

8.13 Vendor's Waiver of Employer's Immunity under Title 51 RCW

- 8.13.1 Vendor intends that its obligations to indemnify, defend, and hold harmless set forth shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Vendor specifically assumes all potential liability for actions brought by employees of the Vendor against Yakima and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Vendor's obligations to indemnify, defend, and hold harmless set forth, the Vendor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Vendor shall similarly require that any subcontractor it retains in connection with its performance of the Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

8.14 Ownership Rights

- 8.14.1 Vendor recognizes that the information and data that it will be storing could contain confidential client information. As such, Vendor shall take all commercially reasonable steps to protect the confidentiality of the information that it stores for Yakima and shall not disseminate such information (a) to any third party without a confidentiality agreement in place with such third party and/or (b) unless appropriate to comply with the law or with legal process or authorities. Vendor recognizes that the information transmitted to it by Yakima shall remain the property of Yakima. At the expiration of Agreement, Vendor shall return all data to Yakima in a readable format from the date of last save by Vendor

8.15 Equal Opportunity:

- 8.15.1 It is the policy of Yakima to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program.

No person shall, on the grounds of race, color, religion, sex, sexual orientation handicap, national origin, age, citizenship, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this RFP.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

The prospective Vendor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

8.16 Non-Discrimination:

- 8.16.1 The Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Vendor setting forth the provisions of this non-discrimination clause.
- 8.16.2 The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin.
- 8.16.3 The Vendor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Vendor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 8.16.4 The Vendor shall furnish all information and reports required by Yakima and will provide on request evidence to substantiate compliance with non-discrimination clauses of an awarded contract.
- 8.16.5 In the event of the Vendor's noncompliance with the non-discrimination clauses of an awarded contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future Yakima contracts

8.17 Patent Infringement Warranty

- 8.17.1 Vendor warrants that none of the goods, the use thereof, or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights Yakima's use of the goods is enjoined, Vendor shall at no cost to Yakima either obtain for Yakima a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance.

8.18 Patent Indemnity

- 8.18.1 Vendor shall defend, indemnify and hold harmless Yakima, Yakima County's commissioners, officers, employees, and agents, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or born by Yakima by reason of any or all actions or proceedings charging infringement of the property rights of others, including patent, trade secret or trademark rights or copyright, by reason of Yakima's use of the goods provided under this contract.

8.19 Warranty

- 8.19.1 Title Warranty: Vendor warrants that it has full title and ownership of the software products and other products. Vendor further warrants that it has the full power and authority to grant the license(s) granted by an agreement to Yakima and that the license to and the use by Yakima of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.
- 8.19.2 Merchantability and Fitness Warranty: Vendor represents and warrants that the software product(s), other products and software documentation will be merchantable and will be fit for the particular purposes established in Yakima's RFP and Vendor's response to Yakima's RFP.
- 8.19.3 Virus Warranty: Vendor warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Vendor shall immediately advise Yakima, in writing, upon reasonable suspicion or actual knowledge that the software product(s) or other products may result in the harm described above.
- 8.19.4 Maintenance Warranty: Vendor warrants that it will maintain the software product(s), other products and software documentation, including all updates, so that the software product(s), other products and software documentation will operate in conformity with all improvements, additions, or modifications of the software installed at Yakima's Facilities for a period of not less than 5 years from the date of installation of all software products, other products and software documentation.

8.20 Access to Records

- 8.20.1 Vendor agrees to provide Yakima, or any of their authorized representatives' access to any books, documents, papers, records, and computer databases of the Vendor which are related to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 8.20.2 The Vendor agrees to maintain all books, records, accounts and reports required under this RFP for a period of not less than 5 years after the date of termination or expiration of an awarded contract, except in the event of litigation or settlement of claims arising from the performance of an awarded contract, in which case Vendor agrees to maintain same until Yakima, has disposed of all such litigation, appeals, claims or exceptions related thereto.

Section 9

Vendor Responsibilities, Inmate Telephone System Features and Functionalities and Video Visitation Solution Specifications

9.1 General Requirements

- 9.1.1 The inmate telephone services are to be provided with all applicable state and federal standards relating to inmate telephone service in correctional facilities.

- 9.1.2 The Vendor shall furnish, install and maintain telephones for use by inmates at the Facilities. The Vendor shall provide all telephone services to the inmates utilizing the Vendor's ITS in accordance with those requirements and provisions set forth in this RFP. Yakima strongly prefers that the ITS be a centralized, web based application with secure access available from any computer or workstation at any time. Access to the ITS shall be password protected and allow only appropriate Facility personnel access to the system.
- 9.1.3 The Vendor shall notify Yakima of any new software upgrades within 30 days of the introduction of the new software into the market by Vendor. Vendor shall upgrade the ITS with new software versions and new hardware as required by Yakima and at no cost to Yakima.
- 9.1.4 The Vendor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 9.1.5 Vendor agrees to carry and maintain Insurance acceptable to Yakima, as outlined below.
- 9.1.5.1 The Vendor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under the Agreement, the Vendor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under the Agreement.
- 9.1.6 Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Vendor and Yakima and to ensure that Yakima is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

9.2 Security

- 9.2.1 All Vendor employees shall obtain, at the Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Vendor employees will comply with Yakima policy and procedures. Yakima has the right to deny clearance for Vendor employees if they are found to be in violation of Yakima's policies and procedures. Entry to the Facilities is subject to the approval of the Facility's Administrator, and may require an orientation. If an orientation is required, any time spent by vendor employees at the orientation will be at the vendor's expense.

9.3 Single Point of Contact

- 9.3.1 Vendor shall appoint an Account Executive (AE) who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Vendor will provide a local telephone number and a mobile number, for inmate telephone service related issues. Vendor shall also provide a fax number and email address in its response to this RFP.

9.4 Initial and Ongoing Installations

- 9.4.1 For each installation, the Vendor shall submit an implementation plan which shall include an installation schedule. Any initial installations must be completed within 60 days of award notification. This implementation plan will become a part of the Agreement and must be followed.
 - 9.4.1.1 Due to Vendor's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of \$300.00 per day for each day beyond the installation date. In no event will natural disasters or acts of God cause Vendor to incur liquidated damages.
 - 9.4.1.2 Should Vendor incur liquidated damages, Yakima will invoice Vendor. Payment of the invoice shall be made to Yakima or its Designated Agent within 30 days of Vendor's receipt of the invoice.
 - 9.4.1.3 Should any delay in the implementation of the Vendor's installation schedule be caused by Yakima, the Vendor will be allowed additional time to complete the installation, but must submit a complete and detailed schedule of the additional time required for completion.
- 9.4.2 Vendor shall be responsible for all costs associated with the ITS, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. This includes all wiring, new electrical circuit installations, cables, parts, software and physical installation at the Facilities.
- 9.4.3 Vendor's ITS shall not be configured to reside on or use Yakima's network.
- 9.4.4 Vendor shall identify the network impact for the streaming of video and telephone calls back to the Vendor's data center(s).
- 9.4.5 All telephone equipment provided shall be new and fully operational at the time of the initial installation.
- 9.4.6 Vendor agrees to obtain Yakima's written approval before making any physical changes such as drilling into walls, floors, ceilings and etc. or any other portion of the Facilities. This includes existing, newly constructed or expanded Facilities.
- 9.4.7 Vendor shall install the ITS equipment and software in accordance with the manufacturer's specifications.
- 9.4.8 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facilities are at the risk of the Vendor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Vendor becomes Yakima's property upon termination and/or expiration of the Agreement.
- 9.4.9 Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Yakima maintenance personnel.
- 9.4.10 The Vendor shall install additional telephones and related equipment as well as monitoring and recording equipment as needed, within 30 days of request, at no cost to Yakima. This includes

expansion to the existing Facilities and any newly constructed Facility. This shall be done throughout the Agreement term and all subsequent renewal terms.

- 9.4.11 Vendor shall provide and install, maintain, replace and upgrade adequate surge and lightening protection equipment on all lines used for the ITS and at no cost to Yakima.
- 9.4.12 Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Facility's Administrator.
- 9.4.13 The Vendor shall clean up and remove all debris and packaging materials resulting from work performed. No on-site equipment, inventory or spare parts shall be stored by Vendor at the Facilities.
- 9.4.14 Vendor shall correct any damage to Yakima's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 9.4.15 Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- 9.4.16 Upon completion of the initial installation and any ongoing installations, Vendor must provide Yakima and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 9.4.17 Vendor must indicate any environmental conditions required for the proposed ITS. Please provide a visual aid of a complete ITS set up.
- 9.4.18 Vendor must indicate the physical size of any ITS equipment to be installed at the Facilities.
- 9.4.19 Vendor must indicate the power requirements for any equipment to be installed at the Facilities.

9.5 ITS and User Application Specifications

- 9.5.1 The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 9.5.2 The ITS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- 9.5.3 Vendor agrees to install the quantity of telephones and additional equipment required by Yakima as outlined in Appendix A.
- 9.5.4 The inmate telephone sets shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate telephones is specified in Appendix A. The telephone sets shall be composed of durable, tamper-free materials suitable for a correctional/detention environment with placards containing dialing instructions; the dialing instructions must be provided in English and Spanish and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any removable parts. All phone cords must be twelve-(12) inches in length.
- 9.5.5 The Vendor shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time. Yakima reserves the right to require Vendor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by

- Vendor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to Yakima.
- 9.5.6 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephone sets installed must include volume control. Vendor shall accept Yakima's reasonable decision regarding whether the reception quality is acceptable.
- 9.5.7 Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. Vendor shall provide information on how the proposed ITS will meet this requirement. Billing shall not begin until the call has been positively accepted.
- 9.5.8 The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 9.5.9 With each call, the ITS must provide an automated message to advise the called party that:
- 9.5.9.1 The call is coming from a specific inmate at the Facility.
- 9.5.9.2 The call "may be monitored and recorded."
- 9.5.10 With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 9.5.11 The ITS shall be configured to allow inmate(s) to record their name only once and with the first call made by the inmate(s). The ITS shall be configured to allow the inmate(s) a maximum of 3 seconds to record their name.
- 9.5.12 The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. Vendor shall indicate if additional languages can be added as need arises and Vendor shall provide a listing of available languages. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- 9.5.13 Written dialing instructions in English, Spanish and any additional languages requested by Yakima must be permanently and prominently displayed on or near each inmate telephone.
- 9.5.14 The Vendor shall subscribe to the LEC Line Information Screening Data Base (LIDB). The Vendor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The Vendor must assume all responsibilities for the cost and the accuracy of validation.
- 9.5.15 For calls that are not able to be completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. Yakima reserves the right to request Vendor modify/revise the recordings at any time during the Agreement at no cost to Yakima and within 30 days of the request.

- 9.5.16 Vendor shall indicate whether the ITS can be configured to allow the inmate to remain muted while being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
- 9.5.17 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Yakima and at no cost to Yakima.
- 9.5.18 Vendor must indicate how calls to rotary telephones are handled to ensure completion of all calls.
- 9.5.19 Vendor must specify how international calls are processed and completed via the proposed ITS.
- 9.5.20 Vendor must specify the process for completing those calls that would normally be blocked because of CLEC, cell phones and unbillable issues. Vendor shall also identify the percentage of calls on an average basis that do not pass validation because of CLEC, cell phones and unbillable issues.
- 9.5.21 The ITS user application shall allow Yakima to query the CDRs for inmate activities and calling patterns. In addition, the ITS user application shall allow CDR results to be exported in a format selected by Yakima (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate Vendor is able to meet this requirement. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
- 9.5.21.1 Inmate Name (First, Last)
 - 9.5.21.2 Inmate PIN
 - 9.5.21.3 Record Identifier
 - 9.5.21.4 Date Range (Start Date/Time and End Date/Time)
 - 9.5.21.5 Facility
 - 9.5.21.6 Called Number
 - 9.5.21.7 Originating Number
 - 9.5.21.8 Station Port
 - 9.5.21.9 Station Name
 - 9.5.21.10 Call Type
 - 9.5.21.11 Bill Type
 - 9.5.21.12 Duration (Minimum and Maximum)
 - 9.5.21.13 Call Amount
 - 9.5.21.14 Flagged Calls
 - 9.5.21.15 Monitored Calls
 - 9.5.21.16 Recording Type
 - 9.5.21.17 Completion Type
 - 9.5.21.18 Termination Type
 - 9.5.21.19 Validation Result
 - 9.5.21.20 Pre-Paid Card ID Number
 - 9.5.21.21 Phone Group
 - 9.5.21.22 Visitation Phones
 - 9.5.21.23 Custom Search
- 9.5.22 The ITS user application shall allow Yakima to export the reports in a format selected by Yakima (.csv, PDF, Excel, etc.). Please provide screen shots of the user application to demonstrate Vendor is able to meet this requirement. The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs:
- 9.5.22.1 Call Statistics by Date Range
 - 9.5.22.2 Frequently Called Numbers
 - 9.5.22.3 Frequently Used PINs

- 9.5.22.4 Commonly Called Numbers
 - 9.5.22.5 Call Detail Report
 - 9.5.22.6 Gross Revenue Report by Date Range
 - 9.5.22.7 Facility Totals and Statistics
 - 9.5.22.8 Called Party/Number Accepting Report
 - 9.5.22.9 Fraud/Velocity Report
 - 9.5.22.10 Total Calls
 - 9.5.22.11 Calling List (PAN) Report
 - 9.5.22.12 Pre-Paid Card Report
 - 9.5.22.13 Debit Usage Report
 - 9.5.22.14 Debit Balance and Funding Report
 - 9.5.22.15 Pre-Paid Card Balance Report
 - 9.5.22.16 Bill and Call Type Distribution
 - 9.5.22.17 Phone Usage
 - 9.5.22.18 Reverse Look-Up
 - 9.5.22.19 User Audit Trail
- 9.5.23 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Yakima and/or its Designated Agent and Vendor.
- 9.5.24 The system platform CDRs shall be stored in a minimum of 3 locations to avoid any possibility of call detail records being lost.
- 9.5.25 The ITS shall store all call detail records, including all attempted and completed calls at the Facilities for a minimum period of 3 years. Yakima shall have access to all call detail records from all workstations and remote access computers, based on the user's access level. User access levels shall be controlled to only allow users access to certain applications as deemed necessary by Yakima.
- 9.5.26 The ITS shall have the ability to extend or "lock" the CDR for the purposes of keeping the record online past the initial period of 3 years.
- 9.5.27 The ITS shall have the capability to attach notes to a CDR for investigative purposes. The notes feature shall also assign a case number to the notes and have the ability to be searched from the CDR search screen. The ITS shall also have the capability to all users to share notes with other users of the system or have the option to keep those notes private.
- 9.5.28 The ITS shall have the capability to download a call recording/CDR directly from the CDR report screen. This feature shall also allow for multiple calls to be copied to a folder for download at a later time. The ITS shall allow for unlimited folders for the purposes of storing call recordings.
- 9.5.29 The ITS shall have the capability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line. Remote diagnostic tests shall be, at a minimum, run one time each week on each telephone.
- 9.5.30 The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD).
- 9.5.30.1 Vendor shall provide the number of TDD telephones as specified in Appendix A.
 - 9.5.30.2 Vendor must indicate how the TDD telephones work with the proposed ITS and whether the ITS has the capability to monitor TDD calls.

- 9.5.30.3 Vendor shall specify if it has capability of billing TDD calls and if so describe the process.
- 9.5.31 The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 9.5.32 Vendor shall have the capability to establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination number designated by Yakima. Vendor shall accept Yakima's direction for how the informant line is configured through the ITS.
- 9.5.33 Vendor shall work with Yakima on the implementation of a hotline which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
 - 9.5.33.1 Route free calls via the ITS to a destination number provided and designated by Yakima, which destination number may be the same as that used for Yakima's informant line.
 - 9.5.33.2 Provide a telephone line at no cost to Yakima dedicated for the PREA calls to all for the calls to be routed as free.
- 9.5.34 Vendor shall supply, at Yakima's request, signage/brochures/flyers regarding the ITS and/or Vendor's pre-paid program at no cost to Yakima. Vendor shall supply signage/brochures/flyers within 10 business days of request by Yakima.
- 9.5.35 Vendor shall provide an automated information system service through Interactive Voice Response (IVR). The IVR system shall have the capability to provide inmate specific and general facility information to the general public. At a minimum, the IVR system shall be able to provide the following information:
 - 9.5.35.1 Facility Location/Directions
 - 9.5.35.2 Facility Hours
 - 9.5.35.3 Facility Contact Information
 - 9.5.35.4 Facility Mail Policies
 - 9.5.35.5 Facility Visitation Schedules
 - 9.5.35.6 Inmate Charges
 - 9.5.35.7 Inmate Bail/Bonds
 - 9.5.35.8 Scheduled Court Dates
 - 9.5.35.9 Scheduled Release Dates
- 9.5.36 Vendor shall provide a detailed description of the IVR system being proposed.
- 9.5.37 IVR system shall be provided at no cost to Yakima.

9.6 Security Features

- 9.6.1 The ITS shall prohibit direct-dialed calls of any type.
- 9.6.2 The ITS shall prohibit access to a line operator for any type of calls.
- 9.6.3 The ITS shall prohibit access to "411" information service.
- 9.6.4 The ITS shall prohibit access to 800 and 900 type services.

- 9.6.5 The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 9.6.6 Yakima prefers that the Vendor's inmate telephone service include voice biometric technology. Vendor's RFP proposal shall specifically include; (1) a section to provide an overview of the technology and the inmate enrollment process, (2) a section detailing the enrollment process associated with the voice biometric solution, and; (3) a section indicating whether the voice biometric technology performs an initial verification and/or continuous verification of the inmate's voice. This feature must be an integrated part of the ITS and must offer related analytical tools and capabilities. Vendor shall provide detailed information relative to the analytical tools and capabilities available with Vendor's biometric technology. Yakima will not be a "beta test site" for unproven technology.
- 9.6.7 The ITS must be able to shut down quickly and selectively. Yakima must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
- 9.6.7.1 At demarcation location—total Facilities telephones;
 - 9.6.7.2 By central control center—select telephones;
 - 9.6.7.3 By select housing units—control center; and
 - 9.6.7.4 Programmed automatic shut-off for designated times to be identified by Yakima.
- 9.6.8 The ITS shall be capable of taking an individual station out of service without affecting other stations or units. The ITS must be able to shut down quickly and selectively. Yakima must be able to shut down the ITS via the ITS user application.
- 9.6.9 The ITS shall prevent any inmate telephone from receiving any incoming calls. The Vendor shall work with the LECs to ensure such control. Vendor shall provide a detailed explanation regarding the information which is displayed on the called party's caller ID each time a call from the Facilities is placed (ex: "unknown number," B-1 ANI, etc.).
- 9.6.10 The ITS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- 9.6.10.1 Please indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - 9.6.10.2 Please specify the method used by the Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone
- 9.6.11 Yakima prefers that the ITS has the capability to detect and terminate Remote Call Forwarding calls. If Vendor's ITS is unable to detect Remote Call Forwarding, please provide the status of Vendor's research and development relative to detection of Remote Call Forwarding.
- 9.6.12 The ITS shall have the capability of answer detection.
- 9.6.13 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 9.6.14 The ITS shall be capable of allowing calls to specified numbers at specified times during the day.

- 9.6.15 The ITS shall be capable of limiting the length of a call, providing service/prompts at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The ITS shall also have the ability to modify the call duration, as needed, throughout the entire Facilities by inmate account, PIN, or by certain telephone(s). The current call time limit for the Facilities is 15 minutes.
- 9.6.16 The ITS shall be capable of notifying the inmate and the called party that the time limit for the call has been reached prior to terminating the call.
- 9.6.17 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

9.7 Personal Identification Number (PIN) Application

- 9.7.1 The PIN application shall work with the ITS using all of the features and functionalities described herein.
- 9.7.2 The ITS shall have the capability to provide, without limitation, collect, debit and pre-paid calling utilizing a PIN. Inmate PIN numbers shall be restricted to placing calls only from the housing unit which they are assigned. Calls placed by inmates outside of their assigned housing unit shall not be completed.
- 9.7.3 The ITS shall have the capability to provide Personal Allow Numbers Lists (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
 - 9.7.3.1 Vendor shall indicate whether the proposed ITS documents, updates, or maintains a history of PAN entries (ex: time/date stamp, etc.).
 - 9.7.3.2 Vendor shall advise whether PANs can be edited once entered in the ITS.
 - 9.7.3.3 Vendor shall advise whether the proposed ITS has an option for automated PAN entry.
 - 9.7.3.4 Vendor shall indicate how attorney phone numbers are stored with the PAN application and whether the attorney phone numbers count against the set quantity of allowed telephone numbers for the individual inmate.
 - 9.7.3.5 Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
- 9.7.4 The ITS shall be capable, upon request by Yakima, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
 - 9.7.4.1 PANs per inmate or identifying number;
 - 9.7.4.2 Calls by PIN or other identifying number.

- 9.7.5 Vendor is required to establish an interface with Facilities jail management system (JMS) so that inmate PINs will be automatically transferred, activated and deactivated in the ITS based on the inmate's custody status. The following requirements will apply relative to an interface:
- 9.7.5.1 A real-time or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:
 - 9.7.5.1.1 Inmate PIN;
 - 9.7.5.1.2 Inmate First and Last Name;
 - 9.7.5.1.3 Inmate Housing Location;
 - 9.7.5.1.4 Inmate Custody Status (i.e. active/inactive, etc.)
 - 9.7.5.1.5 Agency supplying the inmates
 - 9.7.5.2 An established business relationship with Yakima's JMS software provider, Spillman.
 - 9.7.5.2.1 The Vendor shall cover all reasonable costs associated with the interface.
 - 9.7.5.2.2 It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and obtain the requirements necessary to interface with the JMS to ensure Vendor will be able to meet PIN requirements upon implementation.
- 9.7.6 Vendor is required to reimburse Yakima for all reasonable costs associated with the annual maintenance fees for the JMS.
- 9.7.7 The ITS shall be capable of utilizing 10 digit PINs. Yakima currently utilizes a 10 digit PIN number, of which the first 6 digits are generated via the JMS platform and the last 4 digits are selected by the inmate for account security. The 10 digit PIN is then delivered to the ITS platform, for use of the inmate telephones. Vendor shall specify if the ITS is unable to accommodate a 10 digit PIN.
- 9.7.7.1 The ITS shall prevent assigning duplicate PINs.
 - 9.7.7.2 The ITS shall not allow a PIN to be used by more than one inmate at any given time.
 - 9.7.7.3 The ITS shall allow for manual input or edit of inmate PINs.
 - 9.7.7.4 The ITS shall allow for PINs to be manually reset as needed by system users with approved access.
- 9.7.8 Booking/intake phone(s) shall have the capability to enter PINS and allow 2 free local calls, for 15 minutes per call, for each inmate being processed through booking. As designated by Yakima, 1 booking phone shall be set to process free calls. All calls placed from this designated phone shall not generate revenue and shall be free of charge to both the inmate and the called party.
- 9.7.9 The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- 9.7.10 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

- 9.7.11 The ITS shall include the capability to suspend an inmate's calling privileges for a specific time period, without the need to manually re-enable those privileges, and document the reason for the inmate's suspension.
- 9.7.12 The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

9.8 Monitoring and Recording Requirements

- 9.8.1 The ITS shall allow Yakima staff, local law enforcement staff, and the Prosecuting Attorney's Office staff to remotely monitor live conversations and to access call recordings for the Facilities. Should Yakima grant remote access to external users, Vendor shall indicate if the ITS is capable of limiting specific user access to CDRs and call recordings.
- 9.8.2 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
- 9.8.3 The ITS shall comprehensively record all calls in the Facilities. At a minimum, the Facilities shall have the capability of playing back a recording. All recordings shall be stored both online and offline for a minimum period of 3 years on Storage Area Network (SAN) technology and not use tape drives for the storage of said recordings. The Vendor shall be responsible for all storage media (CDs, DVDs, flash drives, etc.) at no cost to Yakima throughout the life of the Agreement and any renewal terms.
- 9.8.4 Vendor shall pay Yakima liquidated damages in the amount of \$300.00 per each consecutive 24 hour period wherein Yakima suffers one or more lost, unrecoverable or un-useable recording. Yakima agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings.
- 9.8.5 Live monitoring shall allow Yakima to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused during playback.
- 9.8.5.1 Call Start Time;
 - 9.8.5.2 Facility(s);
 - 9.8.5.3 Phone Location Name;
 - 9.8.5.4 Inmate Name;
 - 9.8.5.5 Inmate PIN;
 - 9.8.5.6 Called Number;
 - 9.8.5.7 Called City, State;
 - 9.8.5.8 Call Type;
 - 9.8.5.9 Bill Type;
 - 9.8.5.10 Call Status; and
 - 9.8.5.11 Duration
- 9.8.6 Yakima does not require workstations under this RFP. Access to the ITS shall be completely web-based and Vendor shall provide a detailed description, as well as network requirements, as to how access to the ITS can be accomplished. All monitoring software shall work with standard Microsoft or Apple streaming audio tools, such as Java, Flash, Windows Media, Quicktime, and RealNetworks. Third party software will not be installed on the Facility's computers.

- 9.8.7 The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone number, inmate PIN or specific telephone for recording or monitoring while a call is in progress.
- 9.8.8 The ITS shall be capable of providing alerts for certain calling events and (at a minimum) allowing users to receive or forward a live call to a specified destination. Vendor shall include detailed information on the ITS alert application: at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the real-time call is required.
- 9.8.9 The ITS shall provide for simultaneous playback of recorded calls as well as continuous audio recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 9.8.10 The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- 9.8.11 The ITS shall be able to email and copy the recorded conversations onto a compact disc (CD/DVD) or other storage medium in native format, WAV format, and MP3/data format with tamper free capabilities. The ITS shall also have the ability to allow the recordings to be downloaded as a ZIP file.
 - 9.8.11.1 Please provide a listing of any other file types allowed by the ITS.
 - 9.8.11.2 Please indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- 9.8.12 Vendor's ITS user application shall at a minimum allow:
 - 9.8.12.1 The creation, modification and deactivation of user accounts.
 - 9.8.12.2 The creation, modification and deactivation of inmate accounts.
 - 9.8.12.3 The creation, modification and deactivation of telephone numbers.
 - 9.8.12.4 Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones.
 - 9.8.12.5 The ability to locate and access a specific recording by utilizing a unique recording/call identifier.
 - 9.8.12.6 The ability to configure blocked numbers without the assistance of Vendor.
- 9.8.13 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 9.8.14 The Vendor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 9.8.15 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access to the system.

9.9 Pre-paid/Debit Application

- 9.9.1 Vendor shall have the capability to provide a pre-paid and/or debit application at the Facilities, and such application/s shall include, but not be limited to, the following:
- 9.9.2 The pre-paid and/or debit application shall work with the ITS provided.
- 9.9.3 The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or member of inmate's PAN/approved depositor list. Vendor shall provide a detailed description of any additional pre-payment/deposit methods available.
- 9.9.4 The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 9.9.5 The ITS shall provide a platform that will proactively attempt to establish pre-paid collect accounts for called parties who are unable to receive traditional collect calls.
- 9.9.6 The pre-paid and/or debit application shall allow international calls.
- 9.9.7 The pre-paid and/or debit application shall have the capability to terminate a pre-paid and/or debit account and issue a refund in a manner specified by Yakima. Please describe Vendor's process for meeting this requirement.
- 9.9.8 Under no circumstances will the Vendor be allowed to keep any money deposited in a pre-paid collect and/or debit account upon termination of the Agreement between Yakima and Vendor.
- 9.9.9 All monies shall be returned to the end-user and/or inmate at the termination of the account or at least 6 months of no activity, whichever comes first and in accordance with the Washington Unclaimed Property act. Please explain how funds will be returned to the inmate prior to release.
- 9.9.10 The debit application shall interface with the current commissary and/or JMS provider for ease of transferring money from the inmate's trust fund/commissary account to the inmate telephone service as well as return any remaining funds to the trust fund/commissary account upon the inmate's release. The current commissary provider is Aramark (Aramark). The contact for Aramark is Greg Chinn and he can be reached at (206) 851-7690 or chin-greg@aramark.com. The current JMS provider is Spillman. The contact for Spillman is Jon Robinson and he can be reached at (801) 902-1617 or jrobinson@spillman.com. Further, Vendor shall state whether Vendor has an established interface with Aramark and/or Spillman. If Vendor does not have an established interface, Vendor is required to contact Aramark and/or Spillman during the RFP process and is required to establish the interface with Aramark and/or Spillman in preparation for meeting this requirement during the initial implementation. Vendor is required to confirm, in writing, an established relationship/interface prior to the RFP Award Date. Yakima shall not be responsible for paying any amounts associated with the required interfaces.
- 9.9.11 For each individual transfer of funds from the inmate's trust fund/commissary account to the inmate telephone system, Aramark will charge a 2.5% transaction fee. Aramark will supply a monthly invoice for the total dollar amount of transaction fees charged for the previous month. All transaction fee invoices shall be remitted by the Vendor to Aramark within 30 days of receipt of invoice.

9.10 Video Visitation Specifications

- 9.10.1 Vendors' response shall be based on 76 video visitation stations to be installed at Yakima County Jail, which includes 41 inmate video visitation stations to be installed within the facility and 35 public video visitation stations to be installed in Yakima's visitation area to be located in the General Administration building at the Yakima County Jail. Vendor shall install 8 inmate video visitation stations on the 2nd floor of the Main Jail in the visitation area, 8 inmate video visitation stations on the 3rd floor of the Main Jail in the visitation area, 7 inmate video visitation stations on the 4th floor of the main jail, and 18 inmate video visitation stations in the Annex (3 inmate video visitation stations per unit). The 2nd and 3rd and 4th floor of the Main Jail shall have 2 of the 8 inmate video visitation stations set for attorney visits and shall not be monitored or recorded.
- 9.10.1.1 Vendor's response may or may not include, at its discretion, the use or incorporation of Yakima's current video visitation stations and equipment. Yakima currently maintains and utilizes a TANDBERG video visitation solution. Vendor may evaluate Yakima's current video visitation stations and equipment during the site evaluation identified in Section 2.7 Optional Site Evaluation of this RFP to determine if Vendor would like to incorporate the existing equipment in its response to this RFP.
- 9.10.1.2 Video visitation visits shall be 30 minutes in length and must have a "prompt" at the beginning which notes the visit is recorded.
- 9.10.1.3 Video visitation stations shall be available for use during the times of 7:00 a.m. to 11:00 a.m., 12:30 p.m. to 5:00 p.m., and 7:00 p.m. to 11:00 p.m. each day.
- 9.10.1.4 Video visitation stations shall be configured to allow each inmate to have 2 free onsite visits per week. All visits exceeding the first two onsite visits, and any visits conducted by an end user remotely, shall be charged at the Vendor's proposed rate.
- 9.10.2 Vendor shall describe, in non-technical terms, its technology solution for video visitation identifying any unique or distinctive features of their products and services. Vendor shall include images of Vendor related products.
- 9.10.3 Vendor shall furnish, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the requirements and provisions set forth in this section.
- 9.10.3.1 Vendor shall provide detailed information and specifications for each of the hardware components, software applications and additional products included in the Vendor's response.
- 9.10.3.2 Vendor shall be responsible for providing all labor, equipment, supplies and materials necessary for the completion of the installation.
- 9.10.3.3 Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to Yakima to support the provision of the outlined services.
- 9.10.3.4 Vendor shall be responsible for providing and installing tamper-resistant and durable video visitation units suitable for a correctional environment.
- 9.10.3.5 The video visitation units shall not include any removable parts.

- 9.10.3.6 The video visitation units shall not compromise Yakima's local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.
- 9.10.3.7 Vendor must indicate any environmental conditions required for the proposed video visitation equipment.
- 9.10.3.8 Vendor must indicate the physical size of any and all equipment to be installed at Yakima's facilities.
- 9.10.3.9 The VVS shall be capable of providing all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, inmate to medical services, and inmate to attorney visits.
- 9.10.3.10 The VVS shall consist of hardware and software designed to enable Yakima to initiate, control, record, retrieve and monitor video visitation sessions.
- 9.10.3.11 Vendor shall identify if its VVS includes a card reader mechanism to allow for the inmate's ID card to be swiped for verification of the inmate's identity to begin the registration process and to schedule a visit.
- 9.10.3.12 The VVS shall have the capability to allow Yakima to schedule visits for a particular inmate, station, and date and time. Vendor must provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Vendor shall explain how its system will prevent scheduling conflicts for visitation sessions.
- 9.10.3.13 The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit.
- 9.10.3.14 The VVS shall be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with Yakima's visitation policies.
- 9.10.3.15 The VVS shall have the capability to allow for the general public to access the VVS through a web based software application. Vendor shall provide detailed information on how Vendor will be able to meet this requirement.
- 9.10.3.16 The VVS shall provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards. Vendor shall specify the compression rate used for the video quality as well as the average file size of a stored video visitation session based on an average visit of thirty (30) minutes.
- 9.10.3.17 The VVS shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
- 9.10.3.17.1 Inmate ID number;
 - 9.10.3.17.2 Inmate name;
 - 9.10.3.17.3 Visitor name;
 - 9.10.3.17.4 Date and time of visit;
 - 9.10.3.17.5 Inmate video visitation station; and
 - 9.10.3.17.6 Daily, weekly and monthly visit statistics.
- 9.10.3.18 The VVS shall have the capability to interface with Yakima's JMS and/or ITS, at no cost to Yakima. Vendor shall provide detailed information on the specifications required to

complete each interface. Vendor shall be responsible for contacting Yakima's JMS provider. The current JMS provider is Spillman Technologies (Spillman) and the contact is Jon Robinson. Jon Robinson can be reached at telephone (801) 902-1617 or jrobinson@spillman.com. Yakima will not be responsible for paying any amount(s) associated with the required interface(s).

- 9.10.3.19 The VVS shall have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
 - 9.10.3.19.1 Identification number;
 - 9.10.3.19.2 Name;
 - 9.10.3.19.3 Date of birth;
 - 9.10.3.19.4 Social security number;
 - 9.10.3.19.5 Gender;
 - 9.10.3.19.6 Ethnicity;
 - 9.10.3.19.7 Driver's license number;
 - 9.10.3.19.8 Inmate visited;
 - 9.10.3.19.9 Relationship to inmate;
 - 9.10.3.19.10 Date of last visit;
 - 9.10.3.19.11 Home address (physical address); and
 - 9.10.3.19.12 Telephone number.
- 9.10.3.20 Vendor shall identify its storage capabilities for all video visitation visits, reports and data online as well as archived processes. Yakima prefers to retain 90 days of video visitation sessions online.
- 9.10.3.21 The VVS must be able to shut down quickly and selectively. Yakima must be able to shut down the VVS at several locations by select video visitation stations or by Central Control.
- 9.10.3.22 The VVS shall be capable of taking an individual video visitation station out of service without affecting other video visitation stations.
- 9.10.3.23 The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.
- 9.10.3.24 In all circumstances, the VVS shall limit the inmate and visitor to a single session. The VVS shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
- 9.10.3.25 The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
- 9.10.3.26 Vendor must indicate any environmental conditions required for the proposed controlling equipment.
- 9.10.4 The VVS shall be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the Facility and from remote locations unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS shall have the capability to exclude those sessions.

- 9.10.5 The VVS shall allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
- 9.10.6 The VVS shall comprehensively record all audio and video visitation sessions except attorney/client sessions. At a minimum, it shall have the capability to play back a recorded session.
- 9.10.7 The VVS shall allow the Facility to establish an approved visitor list by inmate.
- 9.10.8 The VVS architecture shall include a file storage server to archive recorded sessions, network switching hardware, multi-port IP addressable digital recording equipment to record and facilitate monitoring of all audio/video sessions.
- 9.10.9 The VVS shall be capable of showing real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
 - 9.10.9.1 Set user ID;
 - 9.10.9.2 Set password;
 - 9.10.9.3 Set classification roles and associated tasks;
 - 9.10.9.4 Capture the user's first, middle and last name;
 - 9.10.9.5 Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
 - 9.10.9.6 Allow for live monitoring of all visits simultaneously (excluding attorney visits);
 - 9.10.9.7 Manually terminate sessions;
 - 9.10.9.8 Report status of all video visitation stations (whether idle or offline); and
 - 9.10.9.9 Configure the type of video visitation station to which an inmate has access.
- 9.10.10 Vendor shall provide detail on whether the proposed VVS has the capability to copy the recorded sessions to a DVD or other storage media.
- 9.10.11 Vendor shall have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow Yakima the same features and functionalities, permitted by the user's level of access, available on the control workstation.
- 9.10.12 Vendor shall provide an uninterrupted power supply source to ensure there is no loss of recorded sessions or real time data in the event of a power failure.
- 9.10.13 Vendor's response shall include a Maintenance Agreement which includes descriptions and pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches and any additional items relevant to maintaining the proposed VVS and related hardware/equipment.
- 9.10.14 The written maintenance agreement shall address the following, at a minimum:
 - 9.10.14.1 Defective parts;
 - 9.10.14.2 Software upgrades and patches;
 - 9.10.14.3 Technical telephone support;
 - 9.10.14.4 Location of Vendor's support center;
 - 9.10.14.5 Name and contact information for Vendor's support personnel;
 - 9.10.14.6 Source for hardware parts and estimated delivery/availability for hardware parts;
 - 9.10.14.7 Support levels and escalation process; and

9.10.14.8 Hours of availability,

9.10.15 Vendor shall provide monthly video visitation detail reports which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to, video visitation visits by station, total duration of video visitation visits by station, and total revenue generated for video visitation visits by station. Vendor's VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by Yakima and Vendor. The reports shall be available to Yakima and its agency partners from all control workstations and remote access computers depending on the user's access level. Vendor shall provide a sample of its video visitation detail reporting capabilities and provide sample reports with their response.

9.11 Additional Technology

- 9.11.1 Vendor shall provide information on any additional technology or optional features that may be of interest to Yakima (i.e. inmate email, voicemail, reverse look-up, lobby kiosk, etc.)
- 9.11.2 Provide detailed information on the functionalities as well as a complete description of the features and applications proposed.
- 9.11.3 Detail any costs, fees, and/or commissions associated with the additional technology or optional features offered/proposed.

9.12 Training

- 9.12.1 Vendor shall provide initial and ongoing training to Yakima's staff at no cost. Training manuals shall be provided to Yakima's staff at all training meetings and will become the property of Yakima.
- 9.12.2 Informational pamphlets shall be available for inmates and visitors relative to the applicable features and functionalities of the ITS and VVS, when requested by Yakima.
- 9.12.3 Vendor shall describe its training program including descriptions of any classes and/or applicable documents/manuals.

9.13 Transition

- 9.13.1 The Vendor shall work with Yakima, its Designated Agent, and the incumbent Vendor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by Yakima.
- 9.13.2 Upon expiration, termination, or cancellation of the Agreement, the Vendor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by Yakima. The Vendor shall provide and/or perform any or all of the following responsibilities:
 - 9.13.2.1 The Vendor acknowledges that the call records, recordings, documentation, reports, data, etc., contained in the ITS and/or VVS are the property of Yakima. Further, the call detail records, recordings, documentation, reports, data, etc. shall be provided to Yakima by Vendor in a workable, software-compatible format, at no cost to Yakima within 15 days following the expiration and/or cancellation of the Agreement.
 - 9.13.2.2 The Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by Yakima. The Vendor agrees to

continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Commissions will be due and payable by Vendor to Yakima at the compensation rate provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.

9.14 General Maintenance

- 9.14.1 The Vendor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones and video visitation stations in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to Yakima for maintenance of the ITS.
- 9.14.2 The Vendor shall maintain all cable related to the ITS and VVS, whether reused or newly installed.
- 9.14.3 The Vendor shall respond to repair requests from Yakima or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a 24 hours a day, 7 days a week basis, 365 days a year. The vendor shall provide a 24 hour, toll-free telephone number for the Facilities staff and public to report service issues.
- 9.14.4 The Vendor's ITS shall allow Yakima the ability to open and/or view service requests that have been submitted.
- 9.14.5 Repairs or replacement shall be started by a qualified technician within 4 hours following notification of a service request or failure of the ITS or VVS. The Vendor must exhibit to Yakima a best effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem. Yakima shall be notified of progress and or delays in progress until there is resolution of the problem. Vendor shall notify Yakima and/or its Designated Agent any time a technician will be dispatched to the Facilities.
- 9.14.6 The Vendor shall detail the method for determining service interruptions and service call priorities, and list the response time for each priority as well as the level of expertise devoted to each priority.
- 9.14.7 Yakima may cancel the Agreement with Vendor if Vendor has not cured a service problem within 10 days of the Vendor receiving notice of the problem from Yakima or its Designated Agent.
- 9.14.8 A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Yakima. This includes a complete list of business and cellular numbers. Vendor shall provide a copy of its current repair procedure policy for both normal maintenance and emergency outages.
- 9.14.9 Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS and VVS. Vendor will assume liability for any and all such damages. In addition, Vendor shall ensure that all inmate telephones and video visitation stations are operable and maintained at an acceptable level at all times.
- 9.14.10 All issues surrounding the ITS service shall be reported by Vendor to Yakima or its Designated Agent promptly.
- 9.14.11 The ITS shall be updated automatically with local NPA-NXX information on a monthly basis. Yakima shall not be responsible for manually updating NPA-NXX information. Upon request by Yakima, Vendor shall supply a list of all NPA-NXXs which are considered to be local.

9.14.12 Vendor shall also furnish, install and maintain 1 public telephone in the lobby of the Facilities for use by the general public, including families of inmates, and for the use of inmates upon release. The lobby telephone shall be furnished, installed and maintained at no cost to Yakima. The Vendor shall pay commissions based on Gross Revenues generated from the use of the lobby telephone.

9.15 Performance Process

9.15.1 The Vendor shall adhere to the following Performance Process when upgrading the ITS or VVS software and equipment, or performing any changes to the ITS or VVS at the Facilities. Any deviation from this process may result in a fine or penalty to Vendor. Such fine or penalty will be equal to no less than \$300.00 per occurrence or equal to any fine imposed by the agency supplying the inmates, whichever is greater. The fine or penalty shall be due and payable by Vendor upon receipt of written notification from Yakima, or its Designated Agent, of the total amount due. Should service disruptions or outages relating to the ITS or VVS software and equipment occur for any reason that cause a loss in revenue generated, the Vendor shall reimburse Yakima for all reasonable revenue lost during said period of time.

9.15.1.1 Vendor shall provide Yakima or its Designated Agent, 30 days written notice of a change or upgrade to the ITS at the Facilities.

9.15.1.2 Vendor shall perform extensive testing on all system changes or upgrades prior to discussing with Yakima or its Designated Agent. At a minimum, the extensive testing, said changes or upgrades shall include:

9.15.1.2.1 Extensive testing on a system identical to the existing system at the Facilities.

9.15.1.2.2 Analog, Data, and Circuit testing.

9.15.1.2.3 International call testing.

9.15.1.3 Vendor shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to the Facilities.

9.15.1.4 Vendor shall receive written notification from Yakima and/or its Designated Agent, before scheduling or proceeding with any changes to the ITS at the Facilities.

9.15.1.5 Vendor shall provide Yakima and/or its Designated Agent with written instructions for the inmates of changes to any voicemail prompts or calling procedures. Such instructions shall be provided in English, Spanish and any additional languages requested by Yakima, and shall be posted throughout the Facilities by Vendor.

9.15.1.6 Yakima, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any ITS changes that are going to specifically affect the inmates.

9.15.1.7 Vendor shall coordinate a convenient time and day with Yakima and/or its Designated Agent to implement the changes or upgrades to the ITS to avoid disruption. Vendor shall work with the Facilities to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.

9.15.1.8 Vendor shall coordinate the presence of a technician to the Facilities on the day of implementation to place test calls and ensure the ITS is functioning correctly.

9.15.1.9 All said changes shall be made by Vendor at no cost to Yakima.

APPENDIX A
Facilities Available for Bid

YAKIMA COUNTY JAIL
111 North Front Street
Yakima, WA 98901

<u>FACILITY SPECIFICATIONS</u>	
Average Daily Population (ADP based upon 12 months of data)	714
Number of Beds	924
Availability for Inmate Telephone Use	Booking-24/7 <u>General Population:</u> 7:00 a.m. to 11:00 p.m. daily (subject to change)
Call Time Limit	15 Minutes
Number of Current Inmate Telephone Stations	106
Inmate Telephones Required	106
Cordless Phones Required	0
TDD Units and Associated Printers Required	1
Lobby Telephones Required	1
Required Inmate Telephone Cord Length	12
Availability for Video Visitation	Monday – Friday, 7:00 a.m. to 11:00 a.m., 12:30 p.m. to 5:00 p.m., and 7:00 p.m. to 11:00 p.m. each day
Time Limit	30 minutes
Average Number of Visits (per month)	1,620
Video Visitation Stations Required	76

YAKIMA COUNTY CORRECTIONAL CENTER
1500 Pacific Avenue
Yakima, WA 98901

This Facility is not currently populated. Yakima is actively seeking to re-populate this Facility in 2013. This Facility's capacity is 288 beds. The Facility is divided into 4 units and will require 10 phones per unit for a total of 40 phones in addition to the phone count provided above. The Facility will also require 4 video visitation stations with 1 video visitation station being installed in each unit. The Vendor will be required to install the required phones/equipment upon notice from Yakima and/or its Designated Agent.

Average Monthly Statistics
(Based on 12 Months of Data)

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	# Calls	# Minutes	# Calls	# Minutes	# Calls	# Minutes
Local	2,146	24,560	2,753	35,134	630	8,552
Intralata/Intrastate	495	5,620	8,441	111,470	1,529	20,340
Interlata/Intrastate	224	2,170	696	8,276	61	744
Interlata/Interstate	80	722	177	1,689	13	119
International	1	11	0	0	8	85
Total	2,946	33,083	12,067	156,569	2,241	29,840

NOTE: These will be the only calling statistics provided during the RFP process.

APPENDIX B
Rates and Commissions

As stated in the Instructions for RFP, the Vendor shall propose a commission offer for the ITS, the video visitation solution, or both ITS and video visitation solution. Yakima's current calling rates are listed in the table below and should be used for ITS offers.

Vendor must detail any and all additional charges and applicable fees that will be assessed for all collect, debit and pre-paid inmate telephone calls, as well as the set up fees, depositing fees, refund fees, etc. Failure to complete Appendix B may cause Vendor's proposal to be rejected.

OPTION #1 – ITS ONLY

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$2.50	\$0.00	\$2.50	\$0.00	\$2.50	\$0.00
Intralata/Intrastate	\$4.00	\$0.00	\$4.00	\$0.00	\$4.00	\$0.00
Interlata/Intrastate	\$4.35	\$0.59	\$4.35	\$0.59	\$4.35	\$0.59
Interlata/Interstate	\$4.55	\$0.89	\$4.55	\$0.89	\$4.55	\$0.89
Canada	\$4.55	\$0.89	\$4.35	\$0.89	\$4.35	\$0.89
International					\$4.42	\$1.09
Commission Rate (%):	%		%		%	

Vendor shall identify all applicable fees and charges below:

Collect Billing Fee:

Pre-Paid Collect Transaction Fee:

Additional Fees:

Financial Incentive:

\$ _____

APPENDIX B (continued)

OPTION #2 – Video Visitation Solution ONLY

<u>FACILITY SPECIFICATIONS</u>	
Average Daily Population (ADP based upon 12 months of data)	714
Number of Beds	924
Availability for Video Visitation	Monday – Friday, 7:00 a.m. to 11:00 a.m., 12:30 p.m. to 5:00 p.m., and 7:00 p.m. to 11:00 p.m. each day
Time Limit	30 Minutes
Average Number of Visits (per month)	1,620
Video Visitation Stations Required	76

Vendor shall outline all of the costs associated with the provision of the VVS, services, software and hardware identified in this RFP. Vendor is encouraged to provide Yakima with payment terms and options available for the provision of the VVS (ex: purchase terms, monthly installments, lease, etc).

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

Video Visitation Pricing per Session	General Public Fees	Inmate Fees
0-30 Minutes	\$	\$
Each Additional 30 Minute Video Visitation Session	\$	\$

Vendor shall provide a revenue sharing option for Yakima based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

Financial Incentive: \$ _____

APPENDIX B (continued)

OPTION #3 – ITS and Video Visitation Solution

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$2.50	\$0.00	\$2.50	\$0.00	\$2.50	\$0.00
Intralata/Intrastate	\$4.00	\$0.00	\$4.00	\$0.00	\$4.00	\$0.00
Interlata/Intrastate	\$4.35	\$0.59	\$4.35	\$0.59	\$4.35	\$0.59
Interlata/Interstate	\$4.55	\$0.89	\$4.55	\$0.89	\$4.55	\$0.89
Canada	\$4.55	\$0.89	\$4.35	\$0.89	\$4.35	\$0.89
International					\$4.42	\$1.09
Commission Rate (%):	%		%		%	

Vendor shall identify all applicable fees and charges below:

Collect Billing Fee:

Pre-Paid Collect Transaction Fees:

Additional Fees:

Vendor shall outline all of the costs associated with the provision of the VVS, services, software and hardware identified in this RFP. Vendor is encouraged to provide Yakima with payment terms and options available for the provision of the VVS (ex: purchase terms, monthly installments, lease, etc).

Vendor shall define any and all fees for video visitation sessions charged to the general public as well as the inmate in the chart provided below:

Video Visitation Pricing per Session	General Public Fees	Inmate Fees
0-30 Minutes	\$	\$
Each Additional 30 Minute Video Visitation Session	\$	\$

Vendor shall provide a revenue sharing option for Yakima based on all video visitation visits processed by and through the Vendor's VVS. Such revenue sharing option shall include offsetting any and all costs identified above, if applicable.

Financial Incentive:

\$ _____

VENDOR NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

APPENDIX C
Site Evaluation Form

This Site Evaluation Form must be completed and returned to the RFP Contact listed in Section 3.1.5 on or before the date specified in the Schedule of Events. **The Facilities will provide an escort.**

VENDOR NAME: _____

ADDRESS: _____

OFFICE TELEPHONE NUMBER: _____

Please provide the following information for the Vendor Representative(s) that will be attending the Site Evaluation which will be held on the date specified by the Schedule of Events.

NAME: _____

TITLE: _____

OFFICE TELEPHONE NUMBER: _____

MOBILE NUMBER: _____

EMAIL ADDRESS: _____

NAME: _____

TITLE: _____

OFFICE TELEPHONE NUMBER: _____

MOBILE NUMBER: _____

EMAIL ADDRESS: _____

APPENDIX D
NON-COLLUSION AFFIDAVIT (Fill out and return with proposal)

State of _____, County of _____, being
first duly sworn, deposes and says that:

- (1) (S)He is _____ (Owner, Partner, Officer, Representative, or Agent) of
_____, the Vendor that has submitted the attached proposal to the RFP;
- (2) (S)He is fully informed respecting the preparation and contents of the attached proposal and of all
pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham;
- (4) Neither the said Vendor nor any of its officers, partners, owners, agents, representative, employees or
parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed,
directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham proposal
in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other Vendor, firm, or person, or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any
person interested in the proposed Contract.

(Signed) _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 2012

Title _____

My commission expires: _____

MUST BE SUBMITTED WITH PROPOSAL
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